



# **Request for Proposals**

## **Transportation Services for Independent Living Program (ILP) Foster Care Youth**

**Carol L. Anselmi  
Assistant County Administrator  
Human Services System  
County of San Bernardino**

**Cathy Cimbalo, Director  
Department of Children's Services**

**Administrative Support Division - Contracts Unit  
150 South Lena Road  
San Bernardino, CA 92415-0515  
(909) 388-0360**

**RFP HSS 04-08**

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## I. INTRODUCTION

### A. Purpose

The County of San Bernardino Department of Children's Services, hereafter referred to as the "County", is seeking proposals from interested and qualified organizations and firms to provide transportation services for foster care youth participating in the County's Independent Living Program (ILP) under a fee-for-service contract. The proposed contract will be for the period beginning July 1, 2005 through June 30, 2006. The County may, but is not obligated to extend awarded contract(s) for up to two additional one-year periods contingent on the availability of funds and Contractor performance. An amount not to exceed \$180,000 annually has been allocated for these services for the period indicated. The number of awards will be determined by the quality of the proposals received.

### B. Minimum Proposer Requirements

Proposers must:

1. have a representative at the mandatory proposal conference as referenced in this Request for Proposal (RFP).
2. have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
3. have the ability to maintain adequate files and records and meet statistical reporting requirements.
4. have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
5. meet other presentation and participation requirements listed in this RFP.

### C. Mandatory Proposal Conference

A mandatory proposal conference will be held at the Department of Children's Services, Special Services Division, 412 W. Hospitality Lane, 2<sup>nd</sup> Floor, San Bernardino, at 10:00 a.m. on Thursday, January 27, 2005. Attendance at the conference is mandatory. **No proposal will be accepted from any Proposer who fails to attend the proposal conference.**

### D. Correspondence

All correspondence, including proposals, are to be submitted to:

County of San Bernardino  
Human Services System  
ATTN: HSS Contracts Unit (RFP HSS 04-05)  
150 South Lena Road  
San Bernardino, CA 92415-0515

Lisa Ordaz, (909) 388-0222, [lordaz@hss.sbcounty.gov](mailto:lordaz@hss.sbcounty.gov)

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Only if authorized

by the County's contact, may other County Staff provide information. Any violation of this procedure may be grounds for disqualification of the Proposer. It is the responsibility of the Proposer to ensure that the RFP responses arrive in a timely manner.

**E. Proposal Submission Deadline**

**All proposals must be received at the address listed in Paragraph D of this section no later than 4:00 p.m. on Tuesday, February 22, 2005.** Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

**II. PROCUREMENT TIMELINE**

- |    |   |  |
|----|---|--|
| A. | Mandatory Proposal Conference                   | 10:00 a.m., Thursday, January 27, 2005 |
| B. | Deadline for submission of questions            | Wednesday, February 2, 2005            |
| C. | Deadline for proposals                          | 4:00 p.m., Tuesday, February 22, 2005  |
| D. | Tentative date for Mailing Award/Denial Letters | Tuesday, March 15, 2005                |
| E. | Tentative Deadline for protests                 | Friday, March 25, 2005                 |
| F. | Tentative date for awarding of Contract(s)      | Tuesday, May 3, 2005                   |
| G. | Tentative Start Date for Contract(s)            | Friday, July 1, 2005                   |

The above dates are subject to change as deemed necessary by the County.

**III. PROCUREMENT CONDITIONS**

**A. Contingencies**

Funding for this program is contingent on State and Federal funding. This Request For Proposal (RFP) does not commit the County to award a Contract. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The County will award a Contract based on the proposal that best meets the needs of the County.

The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

**B. Modifications**

The County has the right to issue addenda or amendments to this RFP. The County also reserves the right to terminate this procurement process at any time.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.** All proposals and materials submitted become the property of the County.

D. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting contract, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

E. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

F. Public Inspection

Proposals will be maintained as confidential until issuance of contracts to selected Vendors. At that time proposals submitted in response to this RFP become the property of the County of San Bernardino and are subject to the provisions of the California Public Records Act. This Act is designed to give reasonable public access to information in the possession of public agencies.

G. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their proposal(s) as may result from these negotiations.

H. Level of Service

For any Contract awarded as a result of the RFP, no minimum or maximum number of requests to transport foster care youth can be guaranteed by the County.

#### IV. PROGRAM REQUIREMENTS

A. Definitions

1. Department of Children's Services (DCS) – The County department that administers programs designed to prevent and treat child abuse and neglect in San Bernardino County. DCS oversees and administers various programs including Child Protective Services, Adoptions, Foster Home Services, Independent Living, and other related services.
2. Fee-for-Service – An agreement to pay a specified price for the delivery of specific supplies or services.

3. Human Services System (HSS) – A system of integrated services, where the programs and resources of eight County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
4. Independent Living Program (ILP) – A program that teaches foster care youth necessary skills to transition to independent living.
5. Request for Proposals (RFP) – The document used to solicit a solution or solutions from potential contractors to a specific problem or need. Although price is important, originality and effectiveness of the proposal, and the background and experience of the Proposer, are evaluated in addition to the proposed price.

B. Reference Documents

The Human Services System has copies of the following materials available for review:

1. California Department of Social Services Manual of Policies and Procedures 19-000, 21-000, and 23-600
2. Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994
3. Clean Air Act (42 USC 7606)
4. Section 508 of the Clean Water Act (33 USC 1368)
5. Environmental Protection Agency regulations (40 CFR, Part 15)
6. State Energy Conservation Plan (Title 20, California Code of Regulations)
7. San Bernardino County Policy (11-10) - Recycled products
8. Americans with Disabilities Act
9. Executive Orders 11246, as amended by Executive Order 11375, 11625, 11738, 12138, 12432, 12250
10. Title VII of the Civil Rights Act of 1964
11. Office of Management and Budget Circulars

Copies of these materials are available for review by appointment only, Monday through Thursday from 8:00 a.m. to 4:00 p.m. at the Human Services System Contracts Unit office.

C. Background

The County of San Bernardino Department of Children's Services receives annual Federal and State allocations to provide ILP services to eligible foster care youth placed or supervised in this County. This includes any youth who is a dependent or a ward of Juvenile Court, between the ages of 16 to 21 years old, and is now or has been in out-of-home care or placed with a relative or guardian. It is mandatory that ILP services be offered to eligible foster care youth. Services currently offered to ILP participants require they be transported (round-trip) to their ILP training provider locations. This includes transporting the youth to field trips and other extra-curricular events.

D. Program Description

1. Program Objective – To satisfy federal and state regulations, the County desires to contract with an agency or organization that can safely and reliably transport foster care youth participating in ILP activities. This includes providing roundtrip transportation to and from classes, workshops, field trips and other planned events throughout the County. Any agency or organization awarded a Contract is responsible for coordinating transportation services with the County's ILP Coordinator.
2. Program Requirements – The successful agency or organization shall agree to the following:
  - Transport from one (1) to one hundred and twenty (120) foster care youth at any one time (multiple vehicles may be required).
  - Provide punctual, reliable transportation for foster care youth referred by the County to and from designated locations. These locations include workshops, seminars, field trips and other related ILP activities. This requires flexibility in scheduling because the time and duration of each transporting service trip will vary. The frequency of need for such services will also vary and will include occasional weekend day trips.
  - Make the necessary arrangements to pick up foster care youth within five days of receipt of a list of names and addresses from the County. This list will include the names of all teens who, to the best of the County's knowledge, intend to participate in an upcoming ILP event. (The list will be faxed to the Contractor at least five (5) days prior to the upcoming event.) Additions to the names and addresses list made by the County liaison will be honored up to forty-eight hours prior to an event.
  - Attempt to contact each foster care teen on the County pick-up list to give them an estimated pick-up time. Drivers must go to the location of each foster teen on the list whether or not contact was made.
  - Determine the pick-up routes for each event using appropriate maps and if needed, contact participating teen's homes for directions using telephone numbers provided by the County. Prior to contacting the County for directions to homes or locations, drivers must utilize all resources available to them (i.e. Thomas Guide, other maps).
  - Pick up all youth on the list submitted to Contractor and transport them to their destination within a reasonable time period. No student should have to travel more than 60 minutes, from the time they are picked up to the time they reach their destination. Exceptions will be made if the destination is for an out-of-area activity (such as for activities in Long Beach or Los Angeles). Each student will be returned to his/her respective foster home address. Any change to a pickup or return address must be authorized by the ILP Coordinator or a designated classroom instructor. No driver shall drop off a teen if a parent or responsible adult is not at home or go to a different



location without first making direct contact with the ILP Coordinator or representative. The County will provide the County's telephone hotline number so the Contractor can obtain further instructions.

- Provide logs showing the names of teens transported, the origin and destination of trips, times of pick-ups and drop-offs and reasons given by foster parent or guardian if teen was not present at home location for pick-up. The foster care parent or guardian should sign the log as documentation to verify the absence of the teen. Travel should be continued after five minutes of waiting so as not to delay the other teens in the vehicle. The log will also be used to document reasons for refusing transportation to any foster care teen, when such refusal is necessary. The Contractor will also provide a "no show" list to the appropriate ILP clerk within 24 hours after each class or trip.
- Have access to a FAX machine and have a means of communicating directly with Contractor's drivers. Drivers must have an operating cellular telephone with them at all times while transporting passengers under any contract resulting from this procurement.
- Designate a single point of contact for the coordination of all transportation services.
- Provide an incident report to the County within 24 hours of any incident. For the purposes of this section an incident consists of any occurrence outside the norm, i.e., passenger refuses a ride, passenger shows disrespect to the driver or other passenger, or problem with equipment.
- Prohibit drivers from participating in any of the activities to which they transport foster care youth after dropping the youth off at the designated location.
- Ensure that all drivers are advised that gifts to foster care youth or inappropriate association are prohibited. Inappropriate association, including dating, calling, or meeting (other than work-related) with the foster care youth shall be grounds for termination of any driver or employee.
- Ensure that vehicles used to transport foster care youth adhere to all regulations and standards of the California Motor Vehicle Code and the United States Department of Transportation.
- Have back-up transportation available if the primary vehicles used for these contracted services break down or are otherwise unavailable for use. If a primary vehicle breaks down, Contractor is to provide back-up transportation to fulfill service requirements at the breakdown location within one-hour.

- Ensure that all Drivers possess the appropriate operator's license, including all endorsements required by the California Department of Motor Vehicles for the class of vehicle being driven. The Contractor will provide the County with a list of drivers and licenses and update when appropriate.
  - Comply with Department of Transportation regulations relative to drug testing of drivers. The Contractor shall terminate any driver/employee found under the influence of alcohol, drugs, or any other intoxicating substance while providing the transportation as described in this contract. Any such incident is grounds for termination of the contract.
  - Provide invoices approved by the County and other reports, as determined necessary, including service logs completed by drivers.
3. Program Considerations – The following items are to be taken into consideration and are applicable to the successful agency or organization:
- It is anticipated that these transportation services are to be available countywide to serve the foster care youth participating in ILP activities. Service areas include:
    - a. High Desert – Representative cities include: Adelanto, Apple Valley, Barstow, Hesperia, and Victorville.
    - b. Valley – Representative cities include: Colton, Highland, Loma Linda, Redlands, San Bernardino, and Yucaipa.
    - c. West End – Representative cities include: Alta Loma, Chino, Fontana, Ontario, Rancho Cucamonga, and Upland.
    - d. Mountains – Representative cities include: Big Bear and Crestline.
  - The Contractor is responsible for ensuring that all employees and volunteers providing these services obtain the proper Department of Justice clearance prior to permitting them to transport a minor under this Contract (See Section V, Paragraph A, Item 16, for further information).

## V. CONTRACT REQUIREMENTS

### A. General

The organization(s) selected maybe required to agree to the terms contained below. If the proposer has any objections, these objections must be addresses in the RFP response to the County or the objections will be deemed to have been waived.

1. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of County of San Bernardino.

2. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify HSS when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.

3. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) calendar days of the address change.

4. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

5. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the San Bernardino County Human Services System. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

6. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract and approved by the required persons and organizations.

7. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County Human Services System as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

8. Attorney Fees

Contractor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under this Contract.

9. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including Section 23-602 (Code of Conduct) of Chapter 23-600 of the CDSS Manual of Policies and Procedures. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Agreement.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

10. Grievance Procedure

Contractor will ensure that staff are knowledgeable on the San Bernardino County Human Services System Grievance Procedure (Attachment A) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

11. Confidentiality

Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

12. Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Said records shall be kept and maintained within the County of San Bernardino.

Records, should include, but are not limited to monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

13. Invoices

Contractor will provide invoices once a month to County within ten (10) days from the last day of the billing period.

14. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits.

15. Health and Safety

Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

16. Department of Justice Clearance

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

17. Pro-Children Act of 1994

Contractor will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

18. Environmental Regulations

EPA Regulations - If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, Chapter 4, California Code of Regulations).

19. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

20. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

21. Public Accessibility

Contractor shall ensure that services provided are accessible by public transportation.

22. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one working day, in writing and by telephone to the County.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from Contractor's acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- a. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000) with a five million (\$5,000,000) aggregate limit.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

Except for the Errors and Omissions Liability and Professional Liability, Contractor shall required the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced

or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

Records of the Contractor which do not pertain to the program shall not be subject to audit unless provided for in another agreement.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.



4. Independent Audit Provisions

Contractor will hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

**VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS**

A. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from HSS Contracts Unit.

B. Civil Rights Compliance

The contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with HSS Contracts Unit within 30 days of awarding of the contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HSS will supply a sample of the Plan format. The contractor will be monitored by HSS for compliance with provisions of its Civil Rights Plan.

**VII. FORMER COUNTY OFFICIAL**

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

## **VIII. IMPROPER CONSIDERATION**

Applicant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

## **IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

The County reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision “key employees” includes any individuals providing direct service to the County. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

## **X. CALIFORNIA PUBLIC RECORDS ACT**

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Proposals may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, Vendor should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

### **NOTICE**

The data on pages\_\_\_\_\_ of this Proposal response, identified by an asterisk (\*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Vendor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

## **XI. PROPOSAL SUBMISSION**

### **A. General**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the proposer has read and understands this entire RFP, to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFP have been satisfied.
2. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Proposals must be received no later than the date and time at the designated location as specified in Section I, Paragraph E - Proposal Submission Deadline.**
5. All proposals and materials submitted become the property of the County.

B. Proposal Presentation

1. An original, which may be bound, and five (5) unbound copies of the written proposal are required. The original copy must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy", the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "**CONFIDENTIAL – Transportation Services for ILP Foster Care Youth RFP HSS 04-08**".
6. All proposals must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Type face must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Proposal Format

Response to this Request for Proposal must be in the form of a proposal package in which the content must be submitted in the following sequence and format:

1. Cover Page - Submit a letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal which must include the following information:
  - a. A statement that the proposal is submitted in response to the Request for Proposals, Transportation Services for ILP Foster Care Youth, RFP HSS 04-08.
  - b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the organization/firm.
  - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
2. Table of Contents - A complete table of contents for the entire proposal with respective page numbers opposite each topic is to be included.

3. Statement of Certification - Include the following in this section of the proposal:
  - a. A concise statement of the services proposed and the overall cost or cost per mileage and how the cost was calculated.
  - b. A statement that the Proposer will provide the services as described in the proposal for a one-year period beginning no later than July 1, 2005.
  - c. A statement that the offer made in the proposal is firm and binding for 120 days from the date the proposal is opened and recorded.
  - d. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
  - e. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
  - f. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
  - g. A statement that the Proposer agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.
  - h. A statement that the prospective Contractor, if selected, will comply with all applicable rules, laws, and regulations.
  - i. A list of Former County Officials (as defined in Section VII) affiliated with the organization. If none, so state.
4. Proposal Description - A detailed description of the proposal being made.
  - a. Proposal should address, but is not limited to, all items in Section IV, Paragraph D - Program Description.
  - b. Proposal should include the following:
    - 1) Brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal.
    - 2) Narrative description of the proposed plan to achieve the program objective and requirements.
    - 3) Detailed plan of activities.
    - 4) Explanation on how the Proposer will meet any Program Considerations as required.
    - 5) Milestone and deliverable charts, as applicable.
    - 6) Explanation of any assumptions and/or constraints.

5. Statement of Experience - Include the following in this section of the proposal:
- a. Business name of the prospective Contractor and legal entity such as corporation, partnership, etc.
  - b. Number of years the prospective Contractor has been in business under the present business name, as well as related prior business names.
  - c. A statement that the prospective Contractor has a demonstrated capacity to perform the required services.
  - d. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
  - e. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
  - f. Experience of principal individuals of the prospective Contractor's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.
  - g. With respect to contracts completed during the last five years, which involve similar type projects, show for each such contract:
    - 1) Date of completion and duration of each contract.
    - 2) Type of service.
    - 3) Total dollar amount contracted for and amount received.
    - 4) Location of area served.
    - 5) Name and address of agency with which contracted and agency person administering the contract.
    - 6) If none, so state.
  - h. If any contract was terminated prior to the original termination date during the last five years, show for each contract:
    - 1) Date of termination and duration of each contract.
    - 2) Type of service.
    - 3) Total dollar amount contracted for and amount received.
    - 4) Location of area served.
    - 5) Name and address of agency with which contracted and agency person administering the contract.
    - 6) Reason for termination.
    - 7) If none, so state.

- i. With respect to contracts currently in effect, show the following for each such contract:
    - 1) Date due for completion and duration of contract.
    - 2) Type of service.
    - 3) Total contract amount.
    - 4) Location of area served.
    - 5) Name and address of agency with which the organization is currently contracting and agency person administering the contract.
    - 6) If none, so state.
  - j. Controlling interest in any other firms providing equivalent or similar services. If none, so state.
  - k. Financial interest in other lines of business. If none, so state.
  - l. Pending litigation, involving prospective Contractor or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
  - m. Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
  - n. A statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.
6. Subcontractor Information - If a Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting. Attach a statement from each subcontractor, signed by a duly authorized officer, employee, or agent of the organization/firm, that includes the name and address of the organization/firm, type of work to be performed, percentage of the total work of the proposal. Statement must also include that the subcontractor will perform all work as indicated and will comply with all items as described herein. This information will be used to determine the potential responsibility of the Proposer.
- Any subcontract entered into by the Contractor shall be subject to the applicable requirements of CDSS MPP Division 23, Section 604, and the Contractor shall be responsible for performance of the subcontractor.
7. Audited financial statements - Such statements shall be the most recent and complete audited financial statement available and shall be for a fiscal period not more than eighteen (18) months old at time of submission. The financial statements shall be prepared by an independent, certified public accountant. If the audit is of a parent firm, the parent firm shall be party to the Contract. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.
- In accordance with CDSS MPP Section 23-610(L), submit the most recent and complete three annual audited financial statements; the most recent must be

completed within the past 18 months. If the business has been in existence for less than three years, provide the most recent statements. These statements shall be by an independent, certified public accountant.

In accordance with CDSS MPP Section 23-610(m), submit an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this proposal.

Although it is in the best interest of the Proposer to submit audited financial statements, a compilation of financial statements will be accepted. Compilations must follow same provisions as audited financial statements stated in this RFP.

Submit an agreement to the right of the County, State and federal governments to audit the prospective Contractor's financial and other records.

8. Insurance - Submit evidence of ability to obtain insurance in the amounts and coverages stated in Section V, Paragraph B - Indemnification and Insurance Requirements.
9. Complaint and Grievance Procedures - A statement that the Contractor will ensure that any complaints made by service recipients will be referred to the County in accordance with the County's procedure as defined in Attachment A, **or** a copy of the Contractor's Complaint and Grievance Procedure.

## **XII. PROPOSAL EVALUATION AND SELECTION**

### **A. Evaluation Process**

All proposals will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

### **B. Evaluation Criteria**

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
  - b. Prospective contractors must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, Paragraph B.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.



2. Evaluation - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
  - a. Proposed Services (Number of Vehicles, Availability, etc...)
  - b. Experience
  - c. Geographical Region or Service Areas
  - d. Cost

While cost is a major consideration in the evaluation process, selection will be based on determination of which proposal will best meet the needs of the County and the requirements of this RFP.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Protests

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in Section I, Paragraph D of this RFP, and submitted within ten (10) calendar days of the date on the notification of intent to award.

Grounds for a protest is that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In event of a protest, all protests will be handled by a panel designated by the Assistant County Administrator - Human Services System, Carol L. Anselmi, or her successor.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. Final Authority

The final authority to award a Contract(s) rests solely with the County of San Bernardino Board of Supervisors.

## COMPLAINT AND GRIEVANCE PROCEDURES

(INSTRUCTIONS: THE PARTICIPANT IS TO READ AND RECEIVE THE TOP PORTION OF THIS FORM. THE BOTTOM PORTION OF THE FORM IS TO BE SIGNED BY SERVICE RECIPIENT AND PLACED IN THE CONTRACTOR'S RECORDS.)

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a grievance.

The following procedures are to be followed when filing a grievance:

1. Identify the complaint/grievance in writing and discuss it with the contractor/service provider.

Time frame: Within 1 week of discrimination/violation/problem.

If resolved at this level, no further action is required. If no resolution is apparent within 10 calendar days, proceed with Step 2.

2. Forward the written complaint/grievance to your Caseworker (whichever is applicable).

Time frame: Within 1 week of Step 1.

If resolved at this level, no further action is required. If no resolution is apparent within 20 calendar days, proceed with Step 3.

3. Forward the written complaint/grievance to the ILP Coordinator at the following address:

Department of Children's Services  
Special Services Division – ILP Coordinator  
412 W. Hospitality Lane, 2<sup>nd</sup> Floor  
San Bernardino, CA 92415

Time frame: Within 1 week of Step 2.

If resolved at this level, no further action is required.

4. If no solution is apparent after Steps 1-3 have been exhausted forward copy of written grievance to:

Human Services System, Contracts Manager  
150 S. Lena Road  
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days of any actions being taken. Please note: Each of these steps must be completed in the sequence shown.

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### GRIEVANCE PROCEDURE CERTIFICATION

This is to certify that I have read, understood, and received a copy of the San Bernardino County Human Services System Grievance Procedure.

\_\_\_\_\_  
Signature of Service Recipient

\_\_\_\_\_  
Date